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DOCKETING DEPT.1253 Harlees Bridge Rd
Dillon S.C. 29536
Ph/Fax: 843 841 1606

Wed. October 17, 2007

Mr. Charles L.A. Terreni
Chief Clerk/Administrator
S.C. Public Service Commission
P.O. Drawer 11649
Colombia S.C. 29211
Ph: 1803 896 5113; Fx: 1 803 896 5231

Attention: Ms. Allison Swygert, Paralegal

Dear Mr. Terreni:

Subject: Case Administration: Supplemental Memorandum to Request
for Information of Change of Providers dated October 15, 2007
Ref: Progress Energy Petition No. 2004-219-E

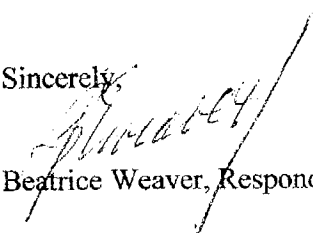
COPY
Posted: led
Dept: S. A & OLS
Date: 10/17/07
Time: 5:05

1. Enclosed please find one copy of the subject Memorandum, without exhibits which shall be filed by mail with the original hard copy of the Memorandum.
2. Please ensure that Mr. Joseph Melchers Chief Counsel for the Commission receives a copy of this document addressed to Mr. Terreni. It may help to clarify the situation.
3. To clarify the situation:
 1. The Mutual Release document was signed on Sept. 18, 2007
 2. I mailed my Request for Advance Information to the Commission on Sept. 22, 2007
 3. Mr. Anthony mailed a copy to the Commission on Sept. 27, 2007
 4. See, Para. 5 of the Release document.
 5. That is a loophole we want to close. Can the Commission order the change of providers; notwithstanding any negotiations between the providers. I want that aspect covered as a matter of procedure and policy.

THIS IS NOT A REQUEST FOR LEGAL ADVICE.

Thank you.

Sincerely,


Beatrice Weaver, Respondent Pro Se

Att Memorandum (pp12)

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October 15, 2007

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Chief Clerk/Administrator
S.C. Public Service Commission
P.O. Drawer 11649
Colombia S.C. 29211
Ph: 1803 896 5113; Fx: 1 803 896 5231

Dear Mr. Terreni:

Subject: Notarized Supplemental Memorandum to Request for
Information on Change of Providers dated September 2 , 2007

Ref: Progress Energy Petition No. 2004-219-E
"Mutual Release" dated Sept. 18, 2007 by and between
Progress Energy and the Undersigned.

Further to my request for information concerning the change of providers, I refer you to the "Mutual Release" (hereafter "Release") dated September 18, 2007. See **Exhibit A** hereto. Mr. Anthony filed a copy of the Release with the Commission according to the notice I received from your Office. Be advised that Progress Energy is in unilateral violation of the Release. A number of legal issues have arisen as a result. These relate to the "change of provider" issue, and other related regulatory matters.

The subject Release consists of two parts: **PART ONE** relates to collection of a consumer debt under the jurisdiction of the Dillon Court, which is subject to Federal and State Consumer Debt collection statutes and regulations. These issues are pending possible appeals to the upper courts should this case go to trial instead of being settled because of Progress Energy's bad faith breach of the terms of the Release. See attached exhibits documenting the utility's non compliance, and my compliance with these requirements..

PART TWO of the Release relates to administrative **regulatory matters** under the jurisdiction of the Public Service Commission. These issues are pending and have not yet been finally disposed of either administratively by the Commission's Hearing Officer, or on appeal by the Administrative Law Judge. Possible subsequent appeals to the Dillon

Court, and then the upper courts for flagrant violations of statutes and regulations are pending disposition of the Release.

In both venues any possible appeals will be based on the standards of clear errors of law, abuse of discretion, denial of due process, and constitutional issues, particularly relating to the so-called "doctrine of necessities" which is Progress Energy's only claim against me with respect to the legal action in the Dillon Court in the consumer debt collection lawsuit.

PART ONE OF THE RELEASE

Para. 1 and 2 of the Release provides for settlement of a consumer billing for electric power and consumer products and services and an illegal disconnect of power to Mr. Weaver on Dec. 21, 2001.

The alleged billing at that time was some \$3,110.48, which was formally disputed by Mr. Weaver the alleged debtor. Mr. Weaver was the only party to the agreement with then C.P. & L for power. The service was in fact actually arranged on his behalf by the law office of Daniel H. Shine, Esq. The action filed with the Dillon Court of Pleas is for collection of an alleged debt. (The Commission was requested to take judicial notice of that action by both parties.)

Para. One of the settlement provides for two monthly payments of \$1,000.00 and one for \$1,110.48, each paid to the utility under a payment plan by Mr. Weaver who is liable alone for any alleged debt: As agreed, the first \$1,000 was duly paid by Mr. Weaver on September 19, 2007, the day after reaching the settlement agreement.

Pursuant to **Para 2** of the Release, a **security deposit** of \$177.00 stipulated by the Consumer Services Dept. of Progress Energy, was paid as agreed under the Release, on Sept. 26, 2007. The new Account No.221-185-1577 in the name of Beatrice Wallenstein was opened as agreed.

On October 2, 2007, **14 days** after the Release was executed, Progress Energy subsequently requested an Electrical Code Inspection by the Dillon County Building Code Dept. Following the fee payment of \$15.00 on Oct. 3, 2007, the said Dept. approved and authorized connection of electric power and duly notified Progress Energy on Oct. 4, 2007 at 10.41 a.m via telefax. Time being of the essence under the Release terms, the **14 day delay** in requesting the code inspection was either due to managerial

negligence or was deliberate. Both were harmful to me given my present **medical condition which was the only reason why I agreed to settle in the first place**. The delay was also inexcusable in that **on four separate occasions** between Sept. 18 and Oct. 2, 2007, Progress Energy representatives knew or should have known as professionals and should have given me timely notice of the Electrical Code inspection requirement, instead of deliberately delaying 14 days.

Pursuant to the Release, the electric power should have been connected by close of business on Friday, Oct. 5, 2007 as promised to me on Oct. 4, 2007 when I checked with the Progress Energy Consumer Service Dept. following notice of approval of the Building Code Dept. Electrical power to my residence was NOT provided as agreed and promised for Oct. 5, 2007.

Progress Energy has thus subjected itself to liability and damages under the doctrine of laches by negligently "sitting on its hands" for 14 days without justification, and negotiating in bad faith for the Release with "unclean hands" in the first place.

In good faith, I have paid consideration pursuant to the Release totaling some \$1,192.00 in compliance with the Release and the Code inspection, plus attorney fees out of pocket, and no electricity has been provided in one month when it was supposed to be connected immediately on execution of the Release.

Thus, this consumer applies a late penalty of \$100.00 per day, for each and every day subsequent to Oct. 5, 2007, that electric power is not connected. See attached notice to Progress Energy dated Oct. 5, 2007; **Exhibit B** hereto.

For the record, this consumer has complied with each and every condition of the Release under Para 1 and Para 2 relating to the connection of electricity following settlement of the alleged debt situation.

Progress Energy has not complied, and is in bad faith breach of the Release agreement. With false intentions and undue pressure the utility through its attorneys has ^{two} committed **fraudulent inducement** in order for me to enter into the Release. It has deliberately, irresponsibly, and maliciously thwarted the intent of the settlement on my part. As I explained to Progress Energy, notwithstanding no liability on my part or Mr. Weaver's acknowledged liability for a disputed amount, I decided to settle simply because of the pressing need of electrical service due to my serious medical problems and

the impending major surgery scheduled for Sept, 20, 2007 two days after execution of the Release. Progress Energy's subsequent adverse actions and gross negligence has caused me severe and gross emotional distress, and other damages. A number of related legal issues were thus created for attention by the Dillon Court in the event Progress Energy does not timely perform its obligations under the Release, several of which are regulatory in nature.

PART TWO OF THE RELEASE

Para. 3, 4 and 5 comprise Part Two of the Release relating to settlement of outstanding regulatory issues that remain under the present and future jurisdiction of the Commission. The issues under this part flow from four events:

1. The illegal disconnect of electric service to **1253 Harllees Bridge Rd**, and other regulation violations, on Dec. 21, 2001, executed under the direct supervision and orders of the Commission's then Executive Director, Mr. Gary Walsh engaging in illegal ex parte communications with Progress Energy staff and field employees.
2. My complaints to the Commission and O.R.S. filed since **spring 2004** relating to **1249 Harllees Bridge Rd**, Dillon. The complaints involved trespassing, incorrect meter reading, incompetent and poorly trained meter readers, agents employees and representatives without identification, not using the designated ingress/egress gate, improper billing, arbitrary and illegal change of property rate status from residential to small commercial; trespassing over 1253 Harllees Bridge Rd to reach 1249 Harllees Bridge Road with its own entrance and exit; etc. All of these numerous complaints were for violation of Commission regulations which the Commission and ORS have to date ignored.
3. Progress Energy's **two retaliatory frivolous and nuisance petitions** filed on or about June 30, 2004, and on or about August 3, 2004 with the Commission, on spurious and specious grounds (high grass, dogs, and meter readers); and
4. Progress Energy's filing a **Complaint** with the Dillon Court of Pleas on July 9, 2004 for collection of an alleged debt, and thus removing that issue

from the administrative jurisdiction of the Commission and subjecting itself to the jurisdiction of federal and state consumer debt statutes and regulations in the Dillon Court.

Note: The Release was the result of the settlement of the lawsuit before the Dillon Court. It was on the insistence of Progress Energy's attorney that the terms of the Release "marries" the administrative, regulatory issues of 2004, subject to the Commission's jurisdiction, with the consumer debt collection issues of December 2001, subject to the Court's jurisdiction. Progress Energy's Mr. Len Anthony wanted the regulatory issues settled as a condition of settling the alleged debt issues. However, under certain federal and state statutes and cases, that course may not be enforceable and may be voidable. Nevertheless, under the doctrine of "exhaustion of administrative remedies" certain elements of the debt collection action may in fact be construed at the Court's discretion to devolve to the Commission for adjudication before submittal to the Dillon Court. See the separate Memorandum of Law and Argument to be submitted on these issues.

For the record, the 2004 frivolous and nuisance regulatory complaints filed by Progress Energy pertaining to the property located at 1249 Harllees Bridge Rd, are totally unrelated to the present Sept. 18, 2007 settlement of the alleged debt for consumer billing for electric power usage from 1994 to December 2001. The Complaint for debt was filed some three years after December 2001 in July 2004 relating to a property located at 1253 Harllees Bridge Road, under the jurisdiction of the Dillon Court.

The regulatory complaints were filed by me and Progress Energy in 2004. These relate to an adjacent property at 1249 Harllees Bridge Road. It is located some 300 feet distant from the 1253 address of the property where the alleged debt occurred in 2001; it is fenced off, with its own entrance/exit and postal address. These regulatory issues are subject to the jurisdiction of the Commission.

Retaliation of Progress Energy

As a result of my filing the complaints in spring 2004, Progress Energy's legal counsel, Mr. Len Anthony, retaliated against me and filed the action in the Dillon Court for an alleged consumer debt. He included me in the action claiming my liability for Mr. Weaver's alleged debt for electric power for the period 1994 through December 2001. This inclusion was incorrectly based under the obsolete, discriminatory and

unconstitutional “doctrine of necessities.” Mr. Anthony knew and should have known under the facts and circumstances of this case that the doctrine does not apply to me in this case, quite apart from the question of laches and the statute of limitations. Note that my Memorandum on these issues shall be submitted under separate cover as appropriate. It addresses the conduct of my complaint before the Commission/ORS and the Dillon Court.

Mr. Anthony (and the Commission) knew or should have known that the only signatory to the agreement executed in 1994 to provide electric power to 1253 Harllees Bridge Road, was that of the Shine Law firm acting solely for and on behalf of Mr. Weaver who is an entirely separate legal entity. When Mr. Weaver initiated the electric service I was absent thousands of miles away in Europe. Moreover, as for the “doctrine of necessities” at no time did Mr. Weaver ever refuse to pay a corrected amount, subject to reconciliation and validation of the account. These numerous requests were ignored on a number of occasions, and were documented for the record. On numerous occasions by letter, affidavit and verbally, Mr. Weaver accepted full responsibility and liability for any proven validated alleged debt amount with notice to the Commission.

Thus to conclude, the application of the “doctrine of necessities” is erroneous in my case. Only and solely had the signatory, in this case Mr. Weaver, refused to pay (a disputed account at that), could the creditor turn to me, and even in such a case, other related questions would arise.

To reiterate, Progress Energy’s second frivolous and nuisance petition to disconnect service at 1249 Harllees Bridge Road, was filed on spurious and fraudulent grounds.

That petition as well as the Release request, are entirely unrelated to the settlement of the alleged consumer debt in the Dillon Court.

Progress Energy’s Counsel Mr. Len Anthony, through his attorneys, took advantage of my debilitated condition and my concern about the impending surgery. Applying undue pressure on me they included the regulatory issues related to Progress Energy’s frivolous and nuisance petition before the Commission, into the settlement of the entirely unrelated disputed consumer debt issue before the Dillon Court, and thus “filled Mr. Anthony’s cup to over flowing” at my “expense” and continued suffering..

I signed the Release under undue pressure on September 18, 2007. I had major surgery scheduled on September 20, 2007, just two days later. As it happens, the surgery was postponed anyway. On the 25th of September I had an extremely severe and dangerous attack of hiatus hernia. This was the result of the post traumatic stress I suffered caused by the deposition forced on me because of the trial set for Oct. 2, 2007. I have not been well ever since.

Having executed the settlement Release on Sept. 18, 2007, before the ink was even dry, Mr. Anthony then proceeded to immediately and deliberately violate the terms of Para 1 and Para 2 of the Release. On the contrary, I fully complied with each and every condition as called for immediate attention.

The evidence shows that he has knowingly and deliberately stalled the connection of power to my residence since September 19, 2007 on one pretext after another. As of this date, he still has not connected electricity to my residence as agreed, one month later.

It is my personal experience over the past several years, that Progress Energy's Mr. Anthony's unethical, bad faith, and callous professional behavior stops at nothing, including his false statements, fabrications and misrepresentations to the Commission including his frivolous and nuisance petition to "disconnect in perpetuity" which he filed in 2004, and other violations of Commission/ORS regulations. The Commission (of course) has done nothing to protect this consumer's rights, and in fact has condoned Progress Energy's behavior, and as documented, the commission and ORS have themselves violated the statutes and regulations in order to favor and accommodate the utility.

Change of Provider: Knowing of Mr. Anthony's wicked ways, that border on legalistic "shyster" tactics, I requested and received Progress Energy's consent for a change of provider as part of the settlement. The objective was to avoid further protracted harassment, rudeness and abuse, and damages, by the incompetence and negligence of the Progress Energy absentee staff in consumer services and management of its business in Dillon County. I can receive much better local consumer services amenities, and lower cost electric power from Marlboro Electric Cooperative which has a much better public reputation than Progress Energy.

Dismissals Under the Terms of the Release.

Unlike the conditions stated in Part One of the Release calling for immediate action by both sides, the regulatory conditions cited in Part Two have no specific date/time limit for tolling implementation of the terms. This aspect was overlooked in the attorneys' haste to pressure me to execute the Release. Notwithstanding, it was and remains my good faith intention to comply with filing dismissals under Para 3 and Para. 4, of the Release subject to reciprocation from Progress Energy which has not yet been evidenced. Quite to the contrary, as noted above. My intended compliance with the Part Two regulatory component of the Release will comprise several steps.

First, I will formally apply for a change of provider at the appropriate time and in the appropriate manner following my receipt of the Commission's response to my informal request for the Commission's procedures in advance. In good faith, I timely initiated the process on September 27, 2007 with my letter of request for guidance by the Commission staff concerning this issue. That is what they are there for.

Hence this supplemental memorandum further explains the background and motive for the good faith inquiry respectfully submitted to the Commission on September 27, 2007.

My inquiry is directed to the issue of Commission policy as follows:

1. As to the statutes governing the change of providers;
2. Clarification of the consumer's role in this process, and
3. Progress Energy's apparent duplicity in breaking its agreements on any pretext including fraud; such as collecting funds under an agreement and then refusing to connect electricity as agreed for 30 days and counting.

Accordingly, I want the Commission's guarantee in advance in writing to two issues:

- a. That it will approve the change of providers when I file the formal application with the Commission (already prepared and pending my receipt of the Commission's procedures in this particular Case); and
- b. That I shall have no complications of any kind from Progress Energy as specified in Para. 5 of the Release.

Thus in summary, it is my request to the Commission that it declare **that upon my formal application**, it will approve the change of providers as provided for in the Para 5 of the Release, and as a matter of policy.

Any aspects concerning other consumers or rights that Progress Energy may have as to its proprietary interests as expressed in the said Para. 5., should be settled solely between the Commission and Progress Energy without hindrance to execution of the Release.

It is my objective to pre-empt any attempt by Progress Energy to use the Commission, over which it appears to exercises undue influence, to "weasel out of" its agreement in Para. 5 of the Release.

As noted it has already started to "weasel out" of its commitment to immediately connect electric power to my residence pursuant to Para. 1 and Para 2 of the Release. Based on past experience in dealing with Progress Energy's personnel, and the harassment and abusive dealings with the utility's consumer services staff, I do not trust Mr. Len Anthony or the company one iota.

Provided I receive the advance assurance requested in writing from the Commission, we can then proceed to address the requirements of Para 3 and Para. 4 of the Release relating to dismissal of to the outstanding regulatory and judicial matters before the Commission and the Dillon Court.

Once I get a firm Commission advance written committal containing its approval to the change of providers as requested, and acceptance is filed thereof by Progress energy, I shall then proceed to the dismissal of my claim which shall remain open and pending until that time. (See the letter dated October 16, 2007 from Mr. Gary Weaver, Respondent Pro Se in this case, addressing those issues).

Meanwhile, I respectfully request the Commission for an uncommonly rare display of consumer protection to this S.C. consumer, for an order to Progress Energy to promptly connect the electric power to my residence at 1253 Harllees Bridge Road, Dillon County, pursuant to Para.1 & 2, of the Release, a copy of which Mr. Anthony has formally filed with your Office on Sept. 27,2007. Additionally, I request the Commission to issue an admonishment that failure to do so will subject

Progress Energy to sanctions. Said connection to remain in place until I become a consumer of an alternative provider as ordered by the Commission.

The Commission's authority to order electric power connection is prima facie under Para 1 and Para 2 of the subject Release, given that I have complied with the terms and conditions stated therein.

This request is also intended to comply and satisfy any claim by any party at any time, anywhere, as to my efforts for exhausting administrative relief and for mitigation, and that I am complying with Para. 3, 4, and 5 as stated above.

Conclusion and Follow-up.

Based on my disappointing experiences in dealing with the Commission and the O.R.S. over the past few years, it appears to me that both entities operate under the undue influence of Progress Energy. It is a billion dollar, for profit, interstate utility that pays the Commission and ORS salaries by assessment and hence costs charged to the S.C. consumer through its rates. Partly that explains Len Anthony's attitude in dealing with customers and the regulatory agencies as discussed elsewhere.

Under separate cover, I shall place on record the numerous violations of State statutes and Commission/Ors Regulations committed in the processing of my case by the utility, with complete continuing and unwavering condonation and support of the Commission and ORS. In my communications with this government body, I have stated that it is one thing for a lawyer to use legalistic "shyster" tactics in representing his employer client; however, it is quite another for a public agency not only to condone such tactics, but to entirely fail its duty and its mandate to make any effort to protect the S.C. consumer. More on these aspects under separate cover.

Right now, it is the Commission's duty as a regulatory agency to ensure my electricity power supply, "the necessity of life" is provided for me without further delay.

Please be advised that the respective case dismissals provided for in the Release, will not be formally filed unless and until Progress Energy fully complies with all of its obligations cited in the Release, particularly Para 1 and Para 2 therein. See the separate letter from Mr. Weaver to be filed concerning these issues.

For the record and as further evidence for this and future or related cases, a copy of medical schedules and tests for my two cancer afflictions will be filed under separate

cover and must be handled as strictly private and confidential AND NOT FOR RELEASE, pursuant to related Federal and State statutes. Enclosed is the original copy of yet another **Certificate of Medical Necessity from Dr. Phil. Wallace, dated October 15, 2007**. On record for further reference, are also several exhibits which over the years, the Commission has refused to even consider.

To the best of my belief and understanding, the facts and events cited herein above, are true and correct and the attached exhibits are true and correct copies of the originals.

This supplemental memorandum is filed for the record and based on the records and files of this case. Please be so kind and distribute copies to any and all parties your Office deems necessary.

Respectfully submitted.



Beatrice Weaver, Respondent Pro Se

Cc: To all parties of interest by request of the Office of the Executive Director.

Att: Exhibits A-F; Copy of Medical Certificate.

Transmitted via telefax and U.S. Certificate of Mailing
Confirmation copy for legal reference.

Dillon Internal Medicine Associates, P.A.

705 N. 8th Avenue, Suite 1A
Dillon, South Carolina 29536

Telephone (843) 774-2478
1-800-476-3011

James P. Wallace, M.D.
James J. Kelly, M.D.
Clifford E. Medina, M.D.

Brandy Bryant - Herndon, FNP
Joanie Price, Office Manager

October 12, 2007

Mr. Charles L.A. Terreni
Chief Clerk/Administrator
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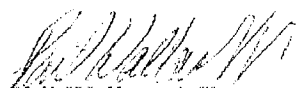
RE: RE: Beatrice Weaver

To Whom It May Concern:

Beatrice Weaver is presently preparing to have surgery. Postoperatively she is going to have post op care that will require electricity. I feel that it is of necessity that she receive electricity as soon as possible.

If further information is need, please feel free to call or write.

Sincerely,



Phil Wallace, MD